

DECLARATION OF INVENTOR--ORIGINAL APPLICATION

Atty.'s Docket No. PHMC0745

As a named inventor, I hereby declare that:

My residence, post office address, and citizenship are as stated below my name;

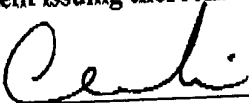
I believe I am an original joint inventor of the subject matter which is claimed and for which patents are sought on the invention entitled, "MACA Products and Their Uses", which claims benefit of U.S. Patent Application serial number 09/655,598 filed on September 5, 2000 and/or United States Provisional Application number 60/152,468, filed on September 3, 1999.

I hereby state that I have reviewed and understand the content of the above-identified specifications, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information that is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, § 1.56(a).

First Name: Paul	Middle Name: J.	Last Name: Bobrowski
Residence: 5030 E. Libby Street, Scottsdale AZ, 85254		
Post Office Address: 5030 E. Libby Street, Scottsdale AZ, 85254		
Citizenship: USA		

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.



Paul J. Bobrowski

Date: 092603

09/29/2003 12:38 0000000000

**POWER OF ATTORNEY WITH
CORRESPONDENCE ADDRESS AND STATEMENT UNDER 373.73(B)**

Application Number: Filed Herewith
Filing Date: Filed Herewith
First Named Inventor: Paul J Bobrowski
Title: MACA Products and Their Uses
Art Unit:
Examiner Name:

Atty Docket Number: PHMC0745-022

Cust. No: 26948

Rainforsest Nutritionals, Inc. hereby appoints the practitioners associated with the Customer Number: **26948** as our attorneys to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to the address associated with the above-mentioned Customer Number:

I am authorized to act on behalf of the Assignee of record of the entire interest. The statement under 37 CFR 3.73(b) is below.

STATEMENT UNDER 37 CFR 3.73(b)

Rainforest Nutritionals, Inc a Nevada corporation states that it is the assignee of the entire right, title, and interest. A true copy of the assignment from the inventor(s) of the patent application/patent identified above is attached.

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.



Paul J. Bobrowski
Vice President of Rainforsest Nutritionals, Inc.

29 Sept 02
Date

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of September 29, 2003 by and between, Paul J. Bobrowski, residing at 5030 E. Libby Street, Scottsdale AZ, 85254 ("Assignor"); and Rainforest Nutritionals, Inc. ("Assignee"), a Nevada corporation, having a place of business at 4727 East Bell Road, Suite 45 PMB 246, Phoenix, AZ 85032-9380, US.

This Agreement is based on the following premises and objectives:

- A. Assignee desires to acquire the entire and exclusive right, title and interest in, to and the Letters Patent, applications for Letters Patent and any respective inventions disclosed and claimed therein, listed on Exhibit A attached hereto, all hereinafter collectively referred to as the "Patent Rights;"
- B. Assignor likewise desires to assign any and all right title and interest in, to and under the Patent Rights to Assignee;

Assignor agrees as follows:

For good and valuable consideration paid by Assignee, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire and exclusive right, title and interest in, to and under the Patent Rights, and all other patent rights that may be based thereon, including all foreign and domestic Letters Patent and applications for Letters Patent, and any renewals, divisions, reissues, continuations, continuations-in-part and extensions thereof, to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, to the end of the term or terms for which such Letters Patent may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of the Patent Rights, with the right to sue for and collect on such claims for its own use and enjoyment, and for the use and enjoyment of its successors and assigns.

Assignor has read each listed document on Exhibit A and hereby represents and warrants that it has full legal right; power and authority to sell, assign and transfer the Patent Rights, and that there are no outstanding licenses or unrecorded rights in third parties to use the Patent Rights. The Assignor hereby agrees not to execute any agreement in conflict with this assignment.

The Assignor agrees to execute and deliver all papers and take such other action, as may be necessary or desirable, to protect and perfect title to the Patent Rights in Assignee, its successors and assigns. The Assignor hereby authorizes and request the Commissioner of Patents, or other proper governmental authority, to issue to Assignee, its successors and assigns, all Letters Patent or other patent rights included within the Patent Rights or issuing therefrom.

The Assignor hereby agrees to communicate to Assignee any facts known that affect the Patent Rights, whenever requested, and will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid

Assignee, its successors and assigns, to obtain and enforce proper patent protection under the Patent Rights in all countries.

The Assignor agrees that: this Agreement is to be construed according to the laws of the State of Arizona and that venue is proper in Arizona courts. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected or impaired thereby; the waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach. The provisions of this Agreement shall remain in effect and bind the heirs, successors, assignees, and legal representatives of the parties. This Agreement may be amended or modified only with written consent; no oral waiver, amendment or modification shall be effective under any circumstances whatsoever; the terms of this Agreement are reasonable and that I have the right to have this Agreement reviewed by anyone of my choosing, including an attorney.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be signed on the date first written above.

ASSIGNOR:

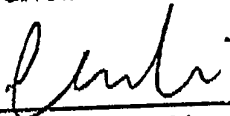

By: Paul J. Bobrowski

EXHIBIT A

U.S. Patent Applications entitled:

1. Title: Oral rehydration method and composition
Serial No.: 60/416,714 - Provisional
Filing Date: October 05, 2002
2. Title: Method and preparations of extracts of the Uncaria species with reduced alkaloid content
Serial No.: 60/416730 - Provisional
Filing Date: October 5, 2002
3. Title: Pharmaceutical Preparations for the treatment of itch, nausea, hyperalgesia and the complications of opiate agonists
Serial No.: 60/416,750 - Provisional
Filing Date: October 5, 2002
4. Title: Methods and Preparations for the latex from the croton species
Serial No.: 60/416,751 - Provisional
Filing Date: October 5, 2002
5. Title: Topical Preparations for use in Treatment of Anorectal Disease
Serial No. ? - Provisional
Filing Date: October 3, 2002
6. Title: Method and preparations of extracts of the Uncaria species with reduced alkaloid content
Serial No. TBD
Filing Date: TBD
Description: Nonprovisional application claiming benefit of 60/416,730 filed October 05, 2002.
7. Title: Methods and Preparations for the latex from the croton species
Serial No. TBD
Filing Date: TBD
Description: Nonprovisional application claiming benefit of 60/416,751 filed October 05, 2002.
8. Title: Oral rehydration method and composition
Serial No. TBD
Filing Date: TBD
Description: Nonprovisional application claiming benefit of 60/416,714 filed October 05, 2002.

9. Title: Pharmaceutical Preparations for the treatment of itch, nausea, hyperalgesia and the complications of opiate agonists.
Serial No. TBD
Filing Date: TBD
Description: Nonprovisional application claiming benefit of 60/416,750 filed October 05, 2002.
10. Title: Topical Preparations for use in Treatment of Anorectal Disease.
Serial No. TBD
Filing Date: TBD
Description: Nonprovisional application claiming benefit of application of same title filed October 05, 2002.
11. Title: MACA Products and Their Uses.
Serial No. 09/655,598
Filing Date: September 05, 2000
Description: Nonprovisional application claiming benefit of United States Provisional Application number 60/152,468, filed on September 3, 1999.
12. Title: MACA Products and Their Uses.
Serial No. TBD
Filing Date: TBD
Description: Nonprovisional application claiming benefit U.S. Patent Application serial number 09/655,598 filed on September 5, 2000 and United States Provisional Application number 60/152,468, filed on September 3, 1999.